

**Senate Finance and Public Administration Legislation Committee**

**ANSWERS TO QUESTIONS ON NOTICE**

**Portfolio: Prime Minister and Cabinet  
Agency: Australian National Audit Office**

**Additional Estimates 2002-2003: Monday, 10 February 2003**

**Senator:**

Senator Brandis

**Hansard Page:**

F&PA 109

**Question**

PM35

Senator Brandis asked whether there was a ratchet clause in the sub-lease in relation to the third floor of Centenary House.

Senator Brandis also requested that a copy of the sub-lease be provided to the Committee.

**Answer:**

Mr Barrett indicated that there was not. We wish to clarify that the underlease provides for a 4% per annum increase in lease payments on the anniversary of the commencement of the lease, being 1 December 2002.

Please also find attached a copy of the underlease between the Australian National Audit Office and Kellogg Brown and Root Pty Ltd in relation to the lease of the third floor of Centenary House.

WARREN COCHRANE  
Acting Deputy Auditor-General

LODGED BY:

Mallesons Stephen Jaques

BOX NO: 7

APPROVAL NO: 588

**AUSTRALIAN CAPITAL TERRITORY GOVERNMENT**  
**UNDERLEASE**  
**LAND TITLES ACT 1925**



The lessor as registered proprietor of the land in Item 1 leases to the lessee the area described in Item 5. This lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

**1. LAND**

DISTRICT/DIVISION	SECTION	BLOCK	UNIT (Unit Titles only)	VOL:FOL	INSTRUMENT NO.
Barton	22	5		1236:18	

**2. LESSOR (FULL NAME AND ADDRESS OF LESSOR/UNDERLESSOR/UNDERLESSOR)**

**COMMONWEALTH OF AUSTRALIA (as represented by the Australian National Audit Office)**  
 ABN 33 020 645 631 of 19 National Circuit, Barton in the Australian Capital Territory

**3. LESSEE (FULL NAME AND ADDRESS OF LESSEE/UNDERLESSEEE/UNDERLESSEE, SURNAME LAST)**

**KELLOGG BROWN & ROOT PTY LIMITED ABN 91 007 660 317** having its registered office at 186 Greenhill Road, Parkside in the State of South Australia.

**4. FORM OF TENANCY**

JOINT UNDERLESSEES/UNDERLESSEES IN COMMON IN....  
 Not applicable

**5. AREA BEING LEASED (EG: WHOLE OR DESCRIPTION OF SUBJECT AREA)**

Unit 6 on subleasing plan 3463 ("Premises")

**6. TERM OF LEASE**

TERM IN YEARS:	5 years 9 months and 21 days	COMMENCING:	1 December 2002 ("Commencement Date")
TERMINATING:	21 September 2008 ("Expiry Date")	RENT:	\$570,520.00 per annum (exclusive of GST)

- THE COVENANTS IMPLIED AT SECTION 119 AND 120 OF THE *LAND TITLES ACT 1925* HEREBY NEGATED (DELETE IF INAPPLICABLE)
- ~~THE PROVISIONS SET FORTH IN MEMORANDUM OF PROVISIONS NO. \_\_\_\_\_ FILED IN THE OFFICE OF THE REGISTRAR GENERAL ARE DEEMED TO BE INCORPORATED HEREIN / AS MODIFIED BY ANNEXURE HERETO (DELETE IF INAPPLICABLE)~~
- THE COVENANTS AND CONDITIONS SET OUT IN THE ANNEXURE HERETO ARE DEEMED TO BE INCORPORATED HEREIN (DELETE IF INAPPLICABLE)

**7. CONSENTING PARTY / PARTIES**

I / WE CONSENT HERETO:

SIGNATURES

8. **DATE**

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9. **EXECUTION**

SIGNED IN MY PRESENCE BY THE LESSOR:

See signing page

SIGNATURE OF LESSOR.

FULL NAME AND SIGNATURE OF WITNESS

SIGNED IN MY PRESENCE BY THE LESSEE:

See signing page

SIGNATURE OF LESSEE.

FULL NAME AND SIGNATURE OF WITNESS

**OFFICE USE ONLY**

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	
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# Level 3, Centenary House, 19 National Circuit, Barton

## Annexure

This is the annexure marked referred to in the lease  
between:

**Commonwealth of Australia (as represented by the Australian National Audit  
Office)**

and:

**Kellogg Brown & Root Pty Limited**

dated

and consisting of      pages.

## Details

Interpretation – definitions are at the end of this lease

<b>Item 1</b>	<b>Landlord</b>  Commonwealth of Australia (as represented by the Australian National Audit Office) ABN 33 020 645 631
<b>Item 2</b>	<b>Tenant</b>  Kellogg Brown & Root Pty Limited ABN 91 007 660 317
<b>Item 3</b>	<b>Premises</b>  Unit 6 on subleasing plan 3463.
<b>Item 4</b>	<b>Land</b>  Block 5 section 22 Barton
<b>Item 5</b>	<b>Term</b>  Five years, 9 months and 21 days
<b>Item 6</b>	<b>Commencement Date</b>  1 December 2002
<b>Item 7</b>	<b>Expiry Date</b>  21 September 2008

<b>Item 8</b> (clause 2)	<b>Rent</b>  \$570,520.00 per annum (plus GST payable under clause 25 ("GST"))
<b>Item 9</b>	<b>Day of month on which rent instalments are due</b>  First
<b>Item 10</b> (clause 3)	<b>Consumer Price Index - commodity group</b>  Not applicable
<b>Item 11</b> (clause 3)	<b>CPI Adjustment Dates</b>  Not applicable
<b>Item 12</b> (clause 4)	<b>Market Review Dates</b>  Not applicable
<b>Item 13</b> (clause 5)	<b>Fixed Increase Dates</b>  1 December 2003 - \$593,340.80 per annum (Plus GST) 1 December 2004 - \$617,074.43 per annum (Plus GST) 1 December 2005 - \$641,757.41 per annum (Plus GST) 1 December 2006 - \$667,427.71 per annum (Plus GST) 1 December 2007 - \$694,124.81 per annum (Plus GST)
<b>Item 14</b> (clause 6.10)	<b>Tenant's Percentage</b>  The percentage the Lettable Area of the Premises bears to the Lettable Area of the Landlord's Premises.
<b>Item 15</b> (Clause 6.10)	<b>Base Year</b>  The financial year ending on 30 June 2002.
<b>Item 16</b> (clause 8)	<b>Public liability insurance</b>  \$20,000,000
<b>Item 17</b> (clause 10)	<b>Permitted Use</b>  Offices
<b>Item 18</b> (clauses 6.11 & 15.2)	<b>Restricted Services hours</b>  From 6pm to 8am Monday to Friday inclusive and all day Saturday and Sunday and any public holiday in the place in the Australian Capital Territory.

**Item 19**  
(clause 13.2)

**Redecoration requirements and dates**

- (a) **Redecoration required on each redecoration date:**
- (i) wash down the inside surfaces of the Premises; and
  - (ii) paint, stain, wallpaper or otherwise treat all surfaces inside the Premises in the same way that those surfaces were painted, stained, wallpapered or otherwise treated when last redecorated with the Landlord's approval or, if the Premises have not been redecorated with the Landlord's approval, then as they were at the Commencement Date; and
  - (iii) replace floor coverings, curtains, blinds and other furnishings and decorations which, in the Landlord's opinion, acting reasonably, are worn or damaged.

(b) **Redecoration dates:**

Not applicable

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**Item 20**  
(clause 21)

**Landlord's address for service**

Address: 19 National Circuit  
Barton ACT 2600

Fax:  
Attention:

**Tenant's address for service**

Address: 186 Greenhill Road  
Parkside SA 5063

Fax:  
Attention:

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**Item 21**  
(clause 22)

**Bank Guarantee**

Not applicable

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**Item 22**  
(clause 23)

**Bond**

Not applicable

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**Item 23**  
(clause 24)

**Particulars of new lease**

Not applicable

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**Item 24**  
(clause 28)

**Licence Fee**

\$1,000.00 per parking space per annum (plus GST payable under clause 25) for each parking space designated by the Landlord under clause 28.2 which is located in the basement of the Building.

\$750.00 per parking space per annum (plus GST payable under clause 25) for each parking space designated by the Landlord under clause 28.2 which is located on the Land outside the Building.

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**Item 25**  
(clause 12)

**Cleaning Charge**

\$1,034.77 per month (Plus GST)

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